



# Mission Support Alliance Provision

## SPECIAL PROVISIONS 5– ON-SITE SERVICES

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## 1.0 DEFINITIONS

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:
1. “ES&H” shall mean environment, safety and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
  2. “Employee” shall mean both Subcontractor and its lower-tier subcontractor employees.
  3. “Work” shall mean supplies, services, designs and vendor data provided by the Subcontractor and its lower-tier subcontractors and all work performed pursuant to this Subcontract.
  4. “Radiological Work” shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by the Contract Specialist or Buyer’s Technical Representative (BTR).
  5. “Site” or “On-Site” shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

## 2.0 GENERAL

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this Mission Support Alliance (MSA) Subcontract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.
- C. Buyer reserves the right to refuse or withdraw access to the Buyer’s facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or



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misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.

- D. Ensure that all activities appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty and other legal rights of the federally recognized American Indian Tribes at the Hanford Site. If you have any questions in this regard, contact the cognizant BTR.

### 3.0 SAFETY AND QUALITY STANDARDS

#### 3.1 SAFETY

- A. The Subcontractor and its lower-tier subcontractors shall perform work on the Hanford Site in accordance with the Buyer's DOE approved Worker Safety and Health Program (MSC-MP-32219, 10 CFR 851 MSC Worker Safety and Health Program Description), Safety and Health Procedures, and applicable Site-wide Safety Programs or the subcontractor shall submit to Buyer documentation that the Subcontractor's Worker Safety and Health Program has been approved by DOE.
- B. Buyer's Safety and Health Procedures are available on the internet at <http://www.hanford.gov/pmm/page.cfm/Construction>. The documents on this site are kept current and are readily available for Subcontractor and lower-tier subcontractor use.
- C. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of S&H functions and activities is an integral and visible part of the Subcontractor's work planning and execution processes. As a minimum, the Subcontractor shall:
  - 1. Thoroughly review the defined scope of work;
  - 2. Identify hazards and ES&H requirements;
  - 3. Analyze hazards and implement controls;
  - 4. Perform work within controls; and
  - 5. Provide feedback on adequacy of controls and continue to improve ES&H management.
- D. The Subcontractor shall flow down ESH&Q requirements to the lowest tier Subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work.
- E. The Subcontractor and its lower-tier subcontractors shall take all reasonable precautions in the performance of the work to protect the safety



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and health of employees and of members of the public. The Subcontractor and its lower-tier subcontractors shall be responsible to comply, without additional expense to the Buyer, with new or modified State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.

- F. Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area.
- G. Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying the Buyer if the work exposes their workers to hazards that require exposure assessment, medical examinations, or training.
- H. Subcontractors and its lower-tier subcontractors shall be responsible to complete an Employee Job Task Analysis (EJTA) in accordance with MSC-PRO-11058 for any of the following situations:
  - For any subcontractor employee who will be on the Hanford Site for more than 30 days in a year.
  - For any subcontractor employee who may potentially be exposed to hazards (e.g. radiological, beryllium, hazardous wastes, noise) while performing in accordance with the subcontract statement of work.
  - For any subcontractor employee enrolled in a medical or exposure monitoring program required by 10 CFR 851, and/or any other applicable federal, state or local regulation or other obligation.

If either of the above conditions are met, the subcontractor and its lower-tier subcontractor employee is to have a current approved EJTA prior to that employee beginning work on the Hanford Site. Note: if the services being provided to MSA are defined as “commercial items” as defined in the Federal Acquisition Regulations, they are exempt from this requirement.

- I. Subcontractor and its lower-tier subcontractors shall use the Hanford Site Occupational Medical Provider for first aid treatment, and return to work evaluations and the Hanford Fire Department or Richland Fire Department (depending on location of incident) for ambulance service for urgent medical situations requiring care and transport.



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- J. Subcontractor shall ensure employees and lower-tier subcontractor employees have received the identified safety-related training as required by MSA safety and health procedures.
- K. Specific health and safety requirements for the execution of the scope of work described in this document will be stipulated in the Buyer's Site-specific Health and Safety Plans, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA) and Radiological Work Permits, as applicable. The Buyer's safety and health requirements will be communicated to the Subcontractor through HGET, facility-specific training and orientation, and pre-job briefings. A pre-job safety meeting, including any personnel associated with the field work, will be held before the performance of field work.
- L. The Subcontractor shall prepare a Job Hazard Analysis (JHA) as required by and in accordance with the requirements specified in MSC-PRO-079, Job Hazard Analysis. The Subcontractor will participate in the JHA/AJHA process, and will comply with the requirements specified within any JHA document (e.g.; AJHA, JSA, Work Order, etc.) associated with the Subcontractor's description/scope of work. All applicable JHAs shall be reviewed and approved by the Contracting Officer and provided for review to all Subcontractor personnel before the initiation of field activities.
- M. The Subcontractor will supply all appropriate personal protective equipment (PPE) needed by Subcontractor personnel. Safety Glasses with side shields, hard hats, and substantial footwear (i.e., no open-toed or open-heel shoes, no sandals) shall be worn when working on or near the designated work area.
- N. The Subcontractor shall immediately notify the BTR and the Contract Specialist of any injuries or incidents including damage to Subcontractor-owned property or equipment.
- O. The Subcontractor shall provide Buyer with a copy of all reports made to government agencies or insurance companies relating to jobsite accidents and injuries.

### **3.2 SHIPMENT SAFETY**

Subcontractor shall ensure that all shipments made to the Hanford site in performance of this Subcontract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a Buyer-controlled facility should wear appropriate protective equipment and may be required by the Buyer to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer employee for unsafe conditions or practices. All Subcontractors are responsible for ensuring that they



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and all lower-tier subcontractors have the appropriate DOT certificates, paperwork, and signage.

### **4.0 MATERIALS AND EQUIPMENT**

#### **4.1 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK**

Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, preserve and protect material and equipment used by Subcontractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

- A. Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, protect from damage due to Subcontractor's operations, equipment and materials (whether stored or installed), paving, structures and any and all other items on jobsite belonging to the Government, Buyer or others.
- B. Neither Buyer or the Government shall be responsible for any loss suffered by Subcontractor or damage to the work, or to materials, tools and equipment of Subcontractor or of any other Subcontractor, and Subcontractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by Buyer or the Government.

#### **4.2 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Buyer.
- B. The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, the Buyer may have the necessary work performed and charge the cost to the Subcontractor.





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### **5.0 LABOR AND WORK RULES**

#### **5.1 SUBCONTRACTOR'S PERSONNEL**

- A. At all times during the course of the work, Subcontractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Buyer. The supervisor shall have authority to represent Subcontractor and directions given to him shall be binding on Subcontractor. Upon Buyer written request, Subcontractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Subcontractor in all matters pertaining to the work and this Subcontract. Subcontractor shall furnish Buyer a copy of the authorization. Subcontractor shall not transfer or remove any of its supervisory or key personnel from performance of work without the prior written approval of Buyer.
- B. Any employee of Subcontractor deemed by Buyer, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Buyer request and shall be promptly replaced by Subcontractor at no extra expense to Buyer. Subcontractor shall nevertheless retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.
- C. If requested by Buyer, Subcontractor shall furnish it with the names and addresses of Subcontractor's lower-tier Subcontractors, field employees of Subcontractor and its lower-tier Subcontractors, and others who have performed or are performing the work hereunder.

#### **5.2 LABOR HARMONY**

Subcontractor agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for work on the jobsites shall be in harmony with and be compatible with all other labor used by Buyer or other Subcontractors. Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, Subcontractor shall immediately give notice thereof including all relevant information to Buyer.

#### **5.3 WORK RULES**

Subcontractor shall comply strictly with Buyer and the Government's rules governing the conduct of Subcontractor and Subcontractor's employees, agents, and Subcontractors at and about the jobsite. Subcontractor agrees that it shall ensure that its supervisory personnel, employees, agents, and Subcontractors at the jobsite comply strictly with such rules. Buyer reserves the right to, from time to time, revise any such rules and Subcontractor shall comply fully with such rules as revised in accordance with the foregoing provisions.





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### **5.4 OVERTIME**

Unless expressly stated elsewhere in this Subcontract, work on the Hanford site shall be compatible with Buyer's starting and quitting times, or other times approved by Buyer. Buyer must approve scheduled overtime work by Subcontractor in advance and in writing. Subcontractor shall notify Buyer in advance of any incidental spot overtime that Subcontractor elects to work due to such operations as concrete placement, non-disruptable work activities and emergencies to protect life and/or property. Overtime work, whether scheduled or incidental, shall be to Subcontractor's account unless the compensation therefore is specifically authorized in writing by Buyer. In the event Buyer approves compensation of Subcontractor's overtime in advance, such compensation as separately authorized shall be limited to the actual cost to Subcontractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Subcontractor shall submit supporting documents satisfactory in form and content to Buyer for its verification and approval.

### **5.5 CONFIDENTIAL AND CONTROLLED-USE INFORMATION**

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset or information relating to national security of considerable value to Buyer and the Government.
- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to



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any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.

- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose confidential information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.
- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

### **6.0 SECURITY**

The Subcontractor and all lower-tier subcontractors shall comply with the following security instructions and requirements.

#### **6.1 PERSONNEL QUALIFICATIONS**

- A. Subcontractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics under its own personnel policies. If the work to be performed under this Subcontract requires Subcontractor personnel to acquire site access, Subcontractor is responsible for determining employee suitability prior to making a request for site access, including citizenship.
- B. Subcontractor, by requesting site access for Subcontractor or lower-tier subcontractor personnel, hereby accepts complete responsibility for all conduct of the personnel to whom access is granted. Buyer shall be indemnified and held harmless for all liability, claims or controversies arising from badge issuance.



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### 6.2 BADGE REQUIREMENTS

- A. Requests by an authorized representative of the Subcontractor for access to the Hanford Site or any Buyer controlled facility or access to a Federal Information system will only be considered when a valid business reason exists. Access may be denied or revoked by the Buyer or DOE at any time.
- B. Foreign national access - a special review and approval process is required before site access might be granted to a foreign national (a non-U.S. citizen). Foreign nationals will not be badged until the process is complete. Site hosts are responsible for ensuring that citizenship determinations are complete.
- C. Any person granted access shall be required to wear a Buyer-issued security badge identifying him/her. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued in conjunction with the security badge. The identification badge must be protected from loss or theft and shall not be stored in an unlocked unattended vehicle. The identification badge integrity must be protected by ensuring the badge is not altered, photocopied, counterfeited, reproduced, and/or photographed.
- D. Guests visiting for longer than seven (7) days, or any Subcontractor employee performing work on the Hanford Site requires him or her to complete, or have completed within the past 12 months, the MSA orientation course or a version of Hanford General Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford Site. Buyer will provide HGET except in special circumstances. Subcontractor employee must be current with minimum site access training requirements to be issued a security badge.
- E. Badges will be issued at Buyer security location(s) during normal working hours. Subcontractor shall provide Buyer the complete name (as it appears on the photo identification to be used), business address, social security number and citizenship of the individual(s) requiring a security badge(s), at least two working days prior to the date the employee(s) first require the badge(s) for work performance. Each Subcontractor employee requiring a badge shall appear in person and present identification compliant with the Federal Government's REAL ID Act. A list of REAL ID Act compliant identification credentials can be found at [http://www.hanford.gov/files.cfm/Hanford\\_Badge\\_Real\\_ID\\_fact\\_sheet.pdf](http://www.hanford.gov/files.cfm/Hanford_Badge_Real_ID_fact_sheet.pdf).
- F. If a Subcontractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office at 509-376-3000. If badge is stolen, immediately report it to Hanford Patrol at 509-



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376-3800, the Central Badging Office, and local law enforcement (a police report number will need to be obtained).

- G. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges (including any PIV Badges issued by DOE-Hanford) and dosimeters issued to Subcontractor employees shall be returned to Central Badging and MSA Dosimetry, respectively. Buyer may charge Subcontractor \$1,000.00 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges will not be made after the date of final payment to Subcontractor for previously collected badges and/or dosimeters subsequently found.

### **6.3 UNCLASSIFIED COMPUTER SECURITY REQUIREMENTS**

When made available by the Buyer as part of this Subcontract, Buyer's telecommunications and computer systems may be used only in performance of this Subcontract. Subcontractor will ensure that personnel who are allowed access to the Hanford Local Area Network (HLAN) understand and comply with Buyer's Computer Access and data security rules. Foreign Nationals may not be granted access until cleared by the Foreign National Visits and Assignments office.

When authorized to connect Subcontractor owned computers to HLAN, Subcontractor will:

1. Identify a single contact responsible for coordinating appropriate controls with the Project Hanford Management Subcontract (MSC) Computer Protection Program Manager (CPPM).
2. Obtain approval from the CPPM prior to making any connections
3. Ensure that any computer connected to the HLAN must be physically separated from any other network by Buyer approved means
4. Allow Buyer unrestricted access to those computers for periodic inspection and to verify that all "data in all forms" is erased prior to final payment on the Subcontract (41 CFR 109-43).

### **6.4 CLEARANCES**

In some circumstances, a security clearance is required for unescorted access. In these rare cases, the Buyer will provide the Subcontractor with guidance.

### **6.5 ESCORT REQUIREMENTS**

In some locations, escorting will be required. In these rare circumstances, the Buyer will provide the Subcontractor with guidance.



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### 6.6 PROHIBITED ARTICLES

Subcontractor's employees shall not personally carry, or otherwise transport or transfer, certain items onto the Hanford Site or any DOE-owned or leased facility, or off the Site proper at which the Subcontractor is performing work under this Subcontract.

A. The following items are ***prohibited*** articles anywhere on site or in site-associated facilities (to include vehicle parking areas and pedestrian walkways):

1. Pets and animals (guide dogs are permitted).
2. Weapons – includes firearms and ammunition, stun guns, folding or straight blade knives with blades exceeding (4) inches in length, swords, machetes, axes, hatchets, razors and similar cutting devices, clubs, and any other item prohibited by law.

**NOTE** – Personal protective sprays, e.g., pepper spray, are prohibited in protected areas and material areas only.

3. Alcoholic beverages – Includes any intoxicating beverage, liquor or other product containing alcohol, including "near" and "non-alcoholic" beer and "energy drinks" which identify alcohol as an ingredient
4. Controlled substances and drug paraphernalia (prescription drugs are permitted in the original container).
5. Explosives or incendiary devices (road flares are permitted).
6. Any article prohibited by law.

B. The following ***controlled*** articles are prohibited within areas controlling classified interests located in limited areas and protected areas (privately owned items are not authorized within limited areas, protected areas and materials access areas; government owned items may be authorized if identified on an approved prohibited/controlled article pass):

1. Cameras and Computers.
2. Recording and transmitting devices, including cell phones, iPods, MP3 players and e-Readers.
3. Cellular telephones.
4. Electronic equipment capable of connecting to automated information systems, e.g., personal digital assistants.



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5. Any article prohibited by law.

**NOTE** – All images taken at Hanford are considered documents and are subject to information release procedures.

- C. If Subcontractor, or any of its employees, needs to use a prohibited item to meet a requirement of this Subcontract, Subcontractor shall contact Buyer for guidance in acquiring the necessary prohibited/controlled article pass.
- D. Subcontractor's employees and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on the Hanford Site or in any DOE owned or leased facility located off the Site proper. Prohibited articles found in the possession/control of Subcontractor's employees which are not listed on a valid prohibited/controlled article pass may be confiscated.

**NOTE: (1) Government-owned video conference systems approved for classified use are not considered controlled articles, (2) Hanford Patrol is authorized to search all vehicles and hand-carried items, and to confiscate any prohibited/controlled articles not listed on a valid prohibited/controlled article pass, (3) this list is subject to change, (4) If Subcontractor or any lower-tier subcontractors are in possession of any of the above items, THE ITEMS MUST BE DECLARED IMMEDIATELY.**

### 7.0 MEDICAL

- A. Buyer may require Subcontractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations. The Subcontractor shall utilize the Hanford Site Occupational Medical Subcontractor for medical examinations required for performance of this work scope. The Subcontractor shall use the Hanford OMC for work related injury care, return to work evaluations. Hanford Fire Department ambulance service may also be used to provide urgent care and transportation while on the Hanford Site.
- B. The Subcontractor shall be responsible for providing an acceptable replacement if the Subcontractor's employee is medically unable to safely perform the assigned work scope.
- C. Medical examinations may be required at any time if efforts under this Subcontract involve work in radiological areas or result in routine exposure to radioactive materials.

### 8.0 RADIATION PROTECTION

- A. Subcontractor shall ensure that all employees and other persons under its control comply with the requirements of the MSC Radiological Control Manual (MSC-5173) and regulations pertaining to control of occupational radiation and/or





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contamination as set forth herein. Unless specified otherwise in the Subcontract the Buyer will provide the Occupational Radiation Protection Program. If the Subcontract involves work in areas that contain irradiated or contaminated equipment, the Subcontractor and its employees shall be required to undergo a Buyer-provided orientation and appropriate radiological training.

- B. Subcontractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Each individual must submit supporting documentation prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its employees shall submit to such a survey and, if necessary, decontamination procedures. If employees are appropriately qualified, employees may perform self-survey for radioactive contamination.
- D. The Subcontractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Hanford Site that contains radioactive material above background using industry handheld instruments. The Buyer may conduct radiological surveys to verify compliance with 10 CFR 835 on any equipment, tools or personal property brought on to the Hanford site, at any time during the period of performance of this Subcontract and before allowing any such equipment, tools or personal property to be brought onto the site or before leaving the site.
- E. Based on the results of the survey, Buyer may refuse to allow radiologically contaminated materials to be brought onto the site or to leave the site. If Subcontractor's originally uncontaminated equipment, tools or personal property becomes contaminated during performance of the work on site through no fault or negligence of the Subcontractor, the Buyer may attempt to decontaminate. If the contaminated property cannot be decontaminated so that it can be released, the Buyer reserves the right to destroy or dispose of the property at no cost to the Subcontractor. In such instance, an equitable adjustment to the Subcontract "may" be made if not already addressed elsewhere in the Subcontract.
- F. The Subcontractor shall notify the BTR in writing at least 24 hours in advance when a radioactive source that employs radioactive materials or generates, emits, or utilizes ionizing radiation will be used prior to bringing such device(s) on-site. This includes any source licensed by the Nuclear Regulatory Commission (NRC) or authorized State.
- G. This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rate, whether the source is shielded or unshielded, the planned location of source while





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on site, the custodian of the source (point of contact), and the arrival and departure dates. The Subcontractor will also notify the BTR in writing when the source has been removed from the Hanford Site.

- H. Basic Dosimeter. Each employee of the Subcontractor and its lower-tier Subcontractors may be issued a basic dosimeter for performance of the work under this Subcontract. Dosimeters are issued free of charge by MSA Dosimetry. Dosimeters will be issued for the duration of a specific Subcontract or for the current calendar year. If a Subcontract performance period extends beyond the last Friday of the current calendar year, a new dosimeter shall be obtained before that date.
  - 1. All dosimeters shall be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Subcontract, whichever is earliest.
  - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees to comply with approved MSA procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
- I. Radiological records generated by the Subcontractor shall be submitted to the Buyer as specified in the SOW or within 30 days of completion of work. No radiological record generated during the performance of work may be disposed of or destroyed without Buyer approval. Subcontractor may retain copies of any such records. Examples of such radiological records include radiological designs, procurements of equipment use in a radiological environment, radiological survey documentation, work documents, radiological training, and individual occupational radiation exposure records. MSA reserves right of inspection during performance of the work.
- J. Instruments not provided by the Buyer for use by the Subcontractor for radiological monitoring will be approved by the radiological control organization, calibrated, maintained, and operated in accordance with procedures that meet the Buyer program requirements.
- K. Radiological personal protective clothing, including respiratory protection used for radiological purposes, provided by the Subcontractor must be approved by the Buyer prior to use.
- L. Subcontractor Radiation Protection Compliance Evaluation
  - 1. The requirements in this Clause apply to any product that has the potential to cause radiological harm for its intended use or radiological activity or service carried out on behalf of DOE and the Buyer by the Subcontractor that has the potential to result in: (1) occupational exposure to ionizing radiation (as defined in 10 CFR 835.2), (2) exposure of minors and members of the



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public (as defined in 10 CFR 835.2) to ionizing radiation during direct on-site access at a DOE site or facility, (3) planned special exposures (as described in 10 CFR 835.204), (4) emergency exposures (as described in 10 CFR 835.1302), and (5) exposures to the embryo/fetus of a declared pregnant worker (as defined in 10 CFR 835.2). Specific applicability exclusions include those listed in 10 CFR 835.1(b).

2. The Subcontractor shall: (1) comply with all requirements of MSC-5173 and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with MSC-5173. The Subcontractor's program is subject to review at all times by the Buyer. Subcontractor's acceptance of this Subcontract provision signifies that MSC-5173 requirements are understood and will be met.
3. When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the requirements of MSC-5173 on any subcontractor which shall be involved in the performance of any of the work described in the first paragraph of this Clause. Prior to performing any radiological activity, the Subcontractor's lower-tier subcontractor(s) shall certify that the requirements of MSC-5173 are understood and that they will be met.
4. The Buyer reserves the right to verify the efficacy of implementing programs and the implementation of MSC-5173 requirements at the Subcontractor's facility and/or lower-tier subcontractor's facility to ensure compliance with 10 CFR 835 as defined in the Subcontract. Access to a Subcontractor's facility shall be requested through the Subcontractor and verification may be performed jointly with the Subcontractor. The Subcontractor shall, during the performance of this Subcontract, submit any significant changes to the program documents to the Buyer for review and approval prior to implementation. Significant changes are those changes which, if implemented, may result in unnecessary increases in occupational exposure or loss of control of radioactive materials without a corresponding increase in the scope or effectiveness of radiological work activities performed. The Buyer may impose changes upon the Subcontractor's program documents as necessary to maintain compliance with MSC-5173, which is subject to changes resulting from new or revised provisions of 10 CFR 835.
5. The Subcontractor and any of its lower-tier subcontractors performing portions of the work covered by MSC-5173 shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.



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### **9.0 SUBCONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS**

If Subcontractor is required to furnish and bring on the Hanford Site its own materials and/or tools, Subcontractor shall keep such materials and/or tools physically segregated from 1) any materials, tools, and/or other property furnished by the Government, and 2) any materials, tools, and/or other property acquired by the Subcontractor for which cost the Subcontractor is reimbursed by the Government. See clauses titled “Handling of Prohibited Articles” and “Radiation Protection” for handling of contaminated articles.

The Subcontractor is responsible for providing for the physical protection of its own materials and/or tools and any materials, tools, and/or other property furnished by the Government. Materials, tools, and other property must be physically secured to the extent practicable through the use of locked buildings, containers, and fenced areas. Where it is impractical to lock items in a building, container, or fenced area, alternate means of protection must be provided (e.g., hub locks, hitch locks, ignition locks, locked chains, etc.), to secure items.

### **10.0 INSURANCE**

#### **10.1 SUBCONTRACTOR PROVIDED INSURANCE**

- A. Subcontractor shall procure at his/her own expense and maintain the insurance policies and coverage limits described below unless waived in writing by Buyer. Subcontractor shall ensure that lower-tier subcontractor agreements at least duplicate the insurance policies and coverage limits required of Subcontractor unless waived by Buyer. Buyer's waiver shall not apply to insurance required by statute.
1. Workers Compensation, Occupational Disease, Disability Benefit, and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed under this Subcontract.
  2. Commercial General Liability Insurance, including Employers Liability and Owner's and Subcontractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss.
  3. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Subcontractor in connection with work to be performed under this Subcontract with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss. If hazardous materials are to be transported, Subcontractor shall maintain liability insurance evidenced by ISO Form CA001 with MCS-90 and CA9948 endorsements attached.



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4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the work to be performed under this Subcontract.
5. Prior to commencing work, Subcontractor shall furnish Buyer with satisfactory evidence of insurance coverage, unless waived in writing by Buyer. Subcontractor is required to notify Buyer in writing *immediately* if the insurance is cancelled and/or a material change occurs. In addition, the following requirements apply: (1) coverage's evidenced by Subcontractor Provided Insurance policies shall be primary and (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer. Subcontractor shall name Buyer as an Additional Insured on all such applicable policies. Such Additional Insured endorsement shall provide Buyer protection under Additional Insured endorsement CG 2010 07 04 or other Additional Insured endorsement which, at a minimum, is at least as broad as coverage provided under CG 2010 07 04.
6. It is required that the Subcontractor maintains insurance at all times under this Subcontract and provides proof of such. If Subcontractor cannot provide proof of active insurance, Buyer reserves the right to stop work until a valid certificate of insurance is supplied.

### 11.0 EMERGENCY SITUATIONS

- A. The DOE RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site affecting site personnel, the public health, safety, the environment, or security. In the event the DOE RL Manager or designee determines such an emergency exists, the DOE RL Manager or designee will have the authority to direct any and all activities of the Subcontractor and its lower-tier subcontractors necessary to resolve the emergency situation. The DOE RL Manager or designee may direct the activities of the Subcontractor and lower-tier subcontractors throughout the duration of the emergency.
- B. The Subcontractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

### 12.0 STOP WORK RESPONSIBILITY – ON-SITE WORK

- A. Every Buyer and Subcontractor employee has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when they are convinced a situation exists that places himself/herself, coworker(s), or the environment in danger or at risk per DOE-0343, "Stop Work."
  1. Any employee who reasonably believes that his/her safety is in jeopardy, or who is convinced a situation exists that places themselves, their coworker(s), or the environment in danger, is expected to refuse work



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without fear of reprisal by management or coworkers, and is entitled to have the safety concern resolved prior to participating in the work.

2. Employees are expected to report any practice or condition they believe presents an unacceptable risk. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
  3. The BTR shall also be notified when a Stop Work affects the Subcontract staff and the performance of work. The direction to resume work will be made in writing from the BTR.
- B. The Subcontractor shall provide for the flow-down of appropriate requirements of this clause to lower-tier subcontractors performing work on-site at a DOE-owned or leased facility. Such Subcontracts shall provide for the right to stop work under the conditions described herein.

### **13.0 TRAINING**

- A. Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification, and certification requirements per MSA procedures.
- B. Site procedures will identify the Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work. All Subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months MSA orientation course #100099 or a version of Hanford General Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford Site. Office and administrative visits of less than 7 days will be allowed without this course, but access will be limited to office and administrative areas of the Hanford Site. This requirement applies even if Subcontractor personnel have a valid DOE badge issued by another site. This course can be completed prior to arriving to the Hanford via the Internet. Contact our training organization by sending an e-mail message to eHanford@rl.gov for obtaining access instructions. If you do not complete this course prior to arrival on Site, you will have to complete this orientation course at the MSA badging office prior to receiving a Hanford Site badge.

### **14.0 TELECOMMUNICATIONS AND HANFORD LOCAL AREA NETWORK (HLAN)**

Telecommunications and Hanford Local Area Network (HLAN) connectivity and support on the Hanford Site shall be acquired from the MSA preferred service provider unless approved in advance by the Buyer and MSA Chief Information Officer. This includes computing, network, radio and paging use, connectivity and integration.



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### **15.0 EMPLOYEE CONCERNS**

The MSC Employee Concerns Program is available for use by all Subcontractor personnel working on-site for the reporting of issues/concerns related to ES&H protection, quality, security, or illegality. Issues should be raised through MSC project management if possible, or made directly to the Employee Concerns Office at phone numbers posted on-site. Concerns may also be submitted anonymously by calling 509-373-2273.

### **16.0 HAZARDOUS MATERIALS AND WASTE**

#### **16.1 GENERAL**

- A. Subcontractor shall minimize the environmental impact of the work being done, hazardous materials used in performance, and hazardous waste generated as a result.
- B. Hazardous materials used and hazardous waste generated onsite by the Subcontractor shall be managed, handled, and otherwise treated, stored and disposed of in accordance with (1) applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Subcontractor's established handling and management procedures, which are subject to review and approval by Buyer prior to performance. Buyer also reserves the right to review and approve hazardous materials prior to use onsite and require product substitution of less hazardous or non-regulated materials. Subcontractor shall minimize waste generation as is practicable, and report the results of such efforts to BTR.
- C. Subcontractor shall supply a list of all hazardous materials brought onsite and their corresponding Material Safety Data Sheets (MSDS). Subcontractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Subcontractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought onsite, types of containers, and locations of storage) to the Contract Specialist and BTR. Subcontractor also shall make available at each location, and review with its personnel information contained in MSDSs for the hazardous materials to be used there.
- D. Subcontractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (1) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (2) applicable Project Hanford Policies and Procedures. Buyer reserves the right to assume responsibility for remediation.





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### **16.2 TOXIC SUBSTANCES CONTROL ACT**

Subcontractor warrants that each and every chemical substance delivered under this Subcontract, if any, shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 2607(b) of the Toxic Substances Control Act (15 U.S.C. 2601-2629).

### **16.3 REJECTION OF WASTE PRODUCTS**

Prior to acceptance, Subcontractor may reject waste products which it has determined by visual inspection or testing to be nonconforming. Subcontractor shall give Buyer notice of the waste products rejected and the reasons for such rejection.

### **16.4 ACCEPTANCE AND TITLE**

- A. Acceptance of the waste products shall occur at the time Subcontractor takes possession of or accepts delivery of the waste products at the place of tender and, at that time, title, risk of loss and all other incidents of ownership to the waste products shall be transferred from the Government and vested in the Subcontractor.
- B. When Subcontractor provides loading, the Subcontractor shall be deemed to have taken possession of the waste products upon commencement of such loading service. When the Subcontractor provides transportation only, the Subcontractor shall be deemed to have taken possession upon completion of such loading services.

### **16.5 REVOCATION OF ACCEPTANCE**

- A. Within 72 hours after acceptance, Subcontractor may revoke its acceptance of nonconforming waste products, provided that the waste products have not been materially changed or disposed. However, revocation of acceptance of waste products which have been transferred from Buyer's container(s) to a bulk container, such as a tank truck or storage tank, must be based upon an analysis of a representative sample of such waste products taken prior to transfer from Buyer's container to the bulk container. Such sample must be split with Buyer at the time it is taken. A justified revocation of acceptance shall operate to revest title; risk of loss and all other incidents of ownership in the Government at the time notice of revocation is given to the Buyer.

### **16.6 BUYER'S OPTIONS IN EVENT OF REJECTION OR REVOCATION OF ACCEPTANCE**

- A. In the event Subcontractor rejects the waste products or revokes its acceptance of waste products, Buyer may, within (5) business days after





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receipt of notice of rejection or revocation, notify Subcontractor of Buyer's intent to test the waste product, to verify the alleged nonconformity. Buyer may, if lawfully permitted, direct Subcontractor to arrange for such testing or corrections, pursuant to Buyer's instructions and at Buyer's cost. All testing or corrections shall be completed within twenty-one (21) business days of Buyer's receipt of the rejection or revocation notice.

- B. Upon mutual agreement of the parties that the waste products are not nonconforming for the reasons specified in Subcontractor's notice, the notice of rejection or revocation as to such waste products shall be deemed null and void as of the time of its original issuance.

### **16.7 SUBCONTRACTOR'S OPTIONS AS TO RIGHTFULLY REJECTED OR REVOKED WASTE PRODUCTS**

- A. If Subcontractor rejects the waste products or revokes its acceptance of the waste products, Subcontractor and Buyer shall, in good faith, attempt to amend the Subcontract to provide for disposal of the nonconforming materials. If the parties cannot, within a reasonable time after rejection or revocation (including any time provided for correction or testing in paragraph 5.0), agree on necessary amendments, Buyer shall make prompt arrangements for the removal of the nonconforming materials from the disposal facility to another lawful place of storage or disposition.
- B. Buyer agrees to pay Subcontractor, upon receipt of substantiation thereof, its reasonable expenses and costs incurred, subsequent to rejection or revocation, for handling, loading, stowing, preparing for transport, transporting, storing and caring for any waste products returned to Buyer pursuant to this paragraph. If Buyer has paid for any services, which will not be performed because of rejection or revocation of the waste products, Subcontractor shall refund such payment to Buyer.
- C. If Buyer has not paid for any services performed prior to rejection or revocation, Buyer shall upon receipt of invoice, pay the amount specified for such service in the Subcontract.

### **16.8 SUBCONTRACTOR WARRANTIES**

- A. Subcontractor warrants and represents to the Buyer that:
  - 1. Subcontractor understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing and disposal of the waste products as they have been described by the Buyer in the Waste Profile Sheet; and,
  - 2. Subcontractor is engaged in the business of transportation, storage and disposal of industrial and other wastes, and has developed the



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requisite expertise for the handling, transportation, storage, treatment, processing, and disposal of such; and,

3. Subcontractor will handle, transport, store, treat, process, and dispose of the waste products in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdictions such activities are performed under this Subcontract; and,
4. Any and all vehicles or vessels, Waste Products containers and personnel to be provided by Subcontractor in the performance of this Subcontract have obtained or will obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments; and,
5. The disposal facility (or facilities) has been issued, as of the date of execution of the Subcontract, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in which such facility is located, necessary to allow such facility to accept and store, treat, process and dispose of the waste products. In addition, if required by Federal, state or local law, regulations or ordinance, Subcontractor has filed with the appropriate governmental agency a notification of hazardous waste activity and/or an application to operate a hazardous waste storage, treatment or disposal facility and the storage, treatment or disposal facility has achieved "interim status" as defined by Federal and applicable state law and regulations. Subcontractor shall provide Buyer with reasonable advance notice if any such permit, license, certificate or approval is to expire and not to be renewed during the term of the Subcontract, or become the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Subcontractor determines not to seek any necessary permit, license, certificate or approval, which becomes required after execution of the Subcontract.
6. If, during the term of this Subcontract, Subcontractor determines not to renew any existing permit, license, certificate or approval or not to seek any necessary permit, license, certificate or approval which becomes required after execution of the Subcontract, Buyer shall retain all the rights and remedies it may have at law or equity.

### 16.9 BUYER WARRANTIES

- A. The Buyer warrants and represents to Subcontractor that:



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1. Waste products tendered to Subcontractor will conform to the descriptions and specifications contained in the Waste Profile Sheet; and,
2. Buyer will prepare the waste products for transportation and tender to Subcontractor in accordance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdiction such waste products are to be tendered to Subcontractor, pertaining to: (1) container specifications for any container not supplied by Subcontractor; and, (2) marking and labeling of all containers; and,
3. The Buyer has sole title, or the full right to transfer title, to waste products which will be tendered to Subcontractor.

### **16.10 TENDER OF DELIVERY**

Buyer shall tender delivery of the waste products to Subcontractor at times and places specified by the Buyer. Buyer shall, at the same time and place, tender to Subcontractor those completed documents, shipping papers or manifests as are required, for lawful transfer of the waste products to Subcontractor, by valid and applicable statutes, ordinances, Subcontracts, rules or regulations of the Federal, state, or local governments.

### **16.11 LOADING AND TRANSPORTATION OF WASTE PRODUCTS**

- A. The Subcontractor is to provide transportation, and/or loading, including but not limited to pumping. Subcontractor shall transport waste products to the disposal facility specified in the Subcontract. Subcontractor shall be responsible for clean up and disposal of any waste product spill during such loading or transportation and shall fully indemnify and hold Buyer harmless therefore.
- B. The Subcontractor is to provide transportation services. Selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by Subcontractor. However, Buyer shall have the right to refuse to load or permit the loading of its waste products if it reasonably finds that the transportation vehicle is unfit or unsafe for transportation of the waste products.

### **16.12 DISPOSAL**

- A. Subcontractor shall dispose of the waste products at the particular facility or facilities, referred to in the Subcontract as "the disposal facility." Subcontractor shall be solely responsible for determining the specific times and techniques for storage, processing, treatment and disposal of the waste products. However, such processing, treatment and disposal shall occur within a reasonable time. Subcontractor shall submit to Buyer a



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Certificate of Treatment/Destruction for the waste products upon completion of disposal.

- B. If the Subcontractor uses, distributes, or sells any of the waste products or components or residue thereof, Subcontractor agrees to indemnify and save harmless the Buyer, its affiliates, its present and future officers or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes or action, suites and costs and expenses incidental thereto (including, cost of defense, settlement and reasonable attorneys fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, Subcontracts, rules or regulations of any governmental entity or agency caused by or arising out of the use, distribution or sale of the waste products.

### **16.13 INSPECTIONS**

- A. The Buyer shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Subcontractor or its lower-tier Subcontractors which are applicable to the performance of this Subcontract; to inspect transportation vehicles or vessels, containers or disposal facilities provided by Subcontractor; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Subcontractor in the performance of this Subcontract. Such inspections or lack of inspections shall not operate to relieve Subcontractor of its responsibility or liability under this Subcontract.
- B. Subcontractor shall have the right, but not the obligation, to inspect, sample, analyze or test any tendered waste products before accepting such products.

### **16.14 NONEXCLUSIVITY**

This Subcontract is not to be construed as granting Subcontractor the exclusive right to transport, hold, treat and/or dispose of Buyer's waste, and Buyer reserves the right to Subcontract with other parties for such services as it deems necessary.

## **17.0 TRANSPORTATION**

Note – clauses that were duplicative in clause tool were deleted below.



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### **17.1 GENERAL REQUIREMENTS**

- A. Additional requirements may be applicable to shipments of radioactive materials (RAM), or special nuclear materials (SNM).
- B. Transportation expenditures are subject to Government audit. Compliance with instructions and requirements are essential. If transportation instructions are not adhered to the Subcontractor may be charged back any difference in freight costs. Unless otherwise specified in the body of the Subcontract, all Subcontracts are to be shipped free on board (FOB) origin, freight collect.

### **17.2 VALUE AND INSURANCE**

- A. It is the policy of the U.S. Department of Energy and Buyer not to pay for insurance against loss, damage or destruction. Where Buyer will bear the cost of transportation, and freight rates are based upon released value, shipments must be released at the maximum value pertaining to the lowest freight rates.
- B. Subcontractors shall not under any circumstances charge back insurance costs to Buyer.

### **17.3 SPECIAL INSTRUCTIONS FOR VARIOUS METHODS OF TRANSPORTATION**

**NOTE:** Where the mode of transportation is not indicated on the face of the Subcontract, the Subcontractor shall not effect shipment without contacting the Buyer. The following is generally the preferred method.

- A. For packages up to 150 lbs each from any place in the Continental U.S.A., ship via United Parcel Service (UPS) surface or FedEx Ground and declare no value. (Do not insure.)
- B. For packages exceeding 150 lbs each, or several packages exceeding a total of 150 lbs but less than 1,000 lbs, ship collect via motor freight. If no specific motor freight routing is shown call the Buyer.
- C. For shipments exceeding 1,000 lbs or any truckload quantity or over dimensional load call the Buyer or Buyer's traffic department at (509) 376-5098 or 376-7492 prior to shipment.
- D. For rail from all points, route to Richland, Washington via Union Pacific (UP); or Burlington Northern (BN) to Pasco for delivery by Washington Central Railroad Company (WCRC). Under no circumstances should carload or less than carload shipments be forwarded via rail without specific prior authorization from the Buyer's traffic department.



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### **17.4 PREMIUM TRANSPORTATION RESTRICTION**

- A. Do not ship via premium transportation unless the Subcontract specifically states to do so, or without specific authorization from the Buyer.
- B. The Buyer is the only individual authorized to approve the use of premium transportation. Premium transportation includes the following: airfreight, air express services, airfreight forwarder, exclusive use truck or the use of household goods carriers.

### **17.5 AIR FREIGHT/AIR EXPRESS SERVICES/EXCLUSIVE USE TRUCK**

- A. Air Express Services
  - 1. For packages up to 150 lb each, where a Subcontract specifies airfreight or air express ship via Federal Express priority or standard overnight service collect.
  - 2. For packages over 150 lb each, ship collect.
  - 3. For packages exceeding 250 lb in actual or dimensional weight, call Buyer's traffic department at (509) 376-5098 or 376-7492 for specific routing instructions prior to shipment. Note: dimensional formula in inches (length x width x height divided by 194).
- B. Exclusive use truck or electronic/padded van service. Do not use without Buyer's traffic department approval.

### **17.6 GENERAL NOTES AND RESTRICTIONS**

- A. UPS size and weight restrictions are 130 in. length and girth combined, and 150 lb total weight per package.
- B. Subcontractors shall follow routing instructions specified in the Subcontract or provided verbally by the Buyer or Buyer's traffic department.
- C. Subcontractor shall ship materials routed via UPS as UPS prepay-and-bill, fob destination, unless otherwise authorized by the Buyer.
- D. All air and surface routings, as specifically authorized by the Buyer, shall be shipped freight-collect. General services administration schedule materials are exempt from this instruction and will be shipped in accordance with applicable schedule terms and conditions. Freight costs resulting from failure to comply with these instructions are the responsibility of the Subcontractor.



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- E. Immediately following each premium shipment, Subcontractor shall advise Buyer of the date of shipment, complete routing, and carriers pro number or airbill number.
- F. Any hazardous materials shipped under this Subcontract shall be properly packaged, marked, labeled and certified to the carrier that the shipment is in proper condition for transportation according to the regulations of the Department of Transportation CFR 49 parts 171-178 or the IATA air regulations.
- G. Notify the Buyer a minimum of 24 hours in advance of the following incoming shipments:
  - 1. Firearms, ammunition, and DOT class 1 explosives
  - 2. Hazardous or chemical products that requires special handling or transportation precautions or considerations (e.g. toxic or flammable)
  - 3. Oversized or products that require special handling for unloading or movement such as cranes, pilot cars or specialized handling equipment.

### **18.0 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)**

DEAR 970.5204-3 of the General Provisions is hereby replaced with the below Access to and Ownership of Records (OCT 2014) (DEVIATION) (full text) flow down.

- (a) Definitions. Whenever used in this clause, the following definitions shall be applicable unless the content indicates otherwise.
  - (1) “Government” shall mean the United States of America and includes the U.S. Department of Energy (DOE), Mission Support Alliance, or any duly authorized representative thereof, including the Contracting Officer.
  - (2) “Contract” shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
  - (3) “Contractor” shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. “Contractor” also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
  - (4) “Work” shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.





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- (a) *Government-owned records.* Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) *Contractor-owned records.* The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
  - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:



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- (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
  - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) *Contract completion or termination.* Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) *Inspection, copying, and audit of records.* All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance



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with applicable federal laws (including the Privacy Act), as appropriate.

- (e) *Applicability.* This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) *Records maintenance and retention.* Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) *Subcontracts.*
  - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.



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- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

(End of Clause)